

### **Remarks**

Applicants would initially like to thank the Examiner for a thorough review of the above-referenced application. Claims 1, 3, and 5 are amended. Claims 7-9 are newly added. After the present amendments, Claims 1-9 are pending in the application. Based on the following remarks, Applicant respectfully requests reconsideration and allowance of all pending claims.

#### **I. Claim Rejections under 35 USC § 103**

Claims 1-6 were rejection under 35 U.S.C. 103(a) as being obvious by U.S. Patent Pub No. 7,082,412 to Treider et al. ("Treider") in view of an article entitled "Accounts Receivable Financing" to Thomas ("Thomas"). This rejection is respectfully traversed.

#### **II. Cited Art**

As provided in the Abstract of Treider, Treider discloses a method and system for "electronic factoring." An electronic platform is provided for *guaranteeing* payment of receivables. Information from users is input into a profile database upon the electronic platform and is accessible by all users. The buyers are assigned a credit limit and are able to purchase from vendors within that credit limit. The payments for these purchases are guaranteed by a guaranteeing financial institution with are aligned with the platform.

Accordingly, Treider is directed to a system where a merchant provides a line of credit and a financial institution guarantees payment of receivables.

Thomas discloses accounts receivable financing including loaning money to the client using the accounts receivables as collateral. Thomas also discloses a process of "factoring," which "involves the purchase by the factor of accounts receivable from a client in return for payments sent to the factor from the customer of the client."

III. The Section 103 Rejections Should be Withdrawn

Claim 1 recites:

“ . . . allowing a buyer to initiate a credit payment as a buyer-initiated transaction comprising the buyer determining payment instructions for an accounts payable, the accounts payable representing a purchase made by the buyer from a merchant;  
communicating electronically, from the buyer, the payment instructions of the buyer-initiated transaction to an acquirer as a pseudo-credit transaction rather than a payment being initiated by the merchant;  
generating a transaction based upon the payment instructions without the transaction being initiated by the merchant, the transaction representing the buyer-initiated payment; and  
settling the transaction from the acquirer to the merchant.”

In rejecting the above elements of Claim 1, the Office cited the below-emphasized portions of Claims 1 and 5 and column 4, lines 45-53 of Treider, which are reproduced below for convenient reference:

“1. A method of electronic factoring, the method comprising  
*providing an electronic platform for use by a plurality of buyers, vendors and at least one financial institution for factoring receivables, wherein the electronic platform is not administrated by the vendors;*  
receiving, in the electronic platform, application information that is provided directly from the buyers,  
electronically assigning, in the electronic platform, each of the buyers a credit limit for factoring of receivables owed the vendor, said receivables being generated from the purchase of goods or services to the buyer from the vendor, wherein the credit limit indicates a transaction limit of the buyer for purchasing goods or services in exchange for said receivable to the vendor;  
*electronically receiving, in the electronic platform, transaction information that describes a transaction between one of the buyers and a vendor, wherein the transaction creates a receivable for the vendor, and wherein as part of the transaction the buyer is obligated to pay the vendor a payable;*  
electronically accessing the electronic platform for verification of credit availability for the transaction; electronically sending the vendor a transaction authorization message; and

*electronically assigning, in the electronic platform, ownership of the receivable of the vendor to a financial institution. ;*

“5. The method of claim 3 wherein the step of purchasing from the vendor comprises the steps of purchasing from the vendor with a line of credit within the credit limit established by the profile database.”

“Guaranteeing payment to vendors can comprise the steps of reassigning the receivable to the guaranteeing financial institution; making payment to the platform; and forwarding payment from the platform to the vendor. Guaranteeing payment to vendors can alternatively comprise reassigning the receivable to the guaranteeing financial institution; making payment to the guaranteeing financial institution; and forwarding payment from the guaranteeing financial institution to the vendor.”

Accordingly, Treider discloses guaranteeing payment to vendors by reassigning the receivable to the guaranteeing financial institution; making payment to the guaranteeing financial institution; and forwarding payment from the platform to the vendor. However, there is no disclosure in Treider of “allowing a buyer to initiate a credit payment as a buyer-initiated transaction comprising the buyer determining payment instructions for an accounts payable,” “communicating electronically, from the buyer, the payment instructions of the buyer-initiated transaction to an acquirer as a pseudo-credit transaction rather than a payment being initiated by the merchant,” “generating a transaction based upon the payment instructions without the transaction being initiated by the merchant, the transaction representing the buyer-initiated payment,” and “settling the transaction from the acquirer to the merchant,” as recited in Claim 1. The transaction in Treider is not a buyer-initiated transaction and the payment in Treider is certainly not a buyer-initiated payment. The payment in Treider is merchant-initiated at least for the reason that the merchant is extending a line of credit. The buyer is not initiating payment and the a transaction is not “based upon the payment instructions without the transaction being initiated by the merchant.” There is also no discussion of the buyer communicating payment instructions to the acquirer in Treider. Additionally, Thomas does not teach or suggest (nor was cited as teaching) the above recitations of Claim 1. It, therefore, follows that Claim 1 patentably

defines over Treider and Thomas, either singly or in combination. Reconsideration and withdrawal of the 35 U.S.C. 103 rejection of Claim 1, as well as the claims dependent therefrom, is respectfully solicited

Independent Claim 3, amended, also defines over the cited references. Claim 3, as amended, recites:

A system for pushing credit payments as buyer initiated transactions, comprising:  
a purchasing management system associated with a buyer to initiate a credit payment as a buyer-initiated transaction, the buyer having an accounts payable with a merchant and the buyer having an account at an issuing bank;  
an acquirer computer system configured to receive electronically payment instructions from the purchasing management system as a pseudo-credit transaction rather than a payment being initiated by the merchant;  
wherein the acquirer computer system is further configured to generate a transaction based upon the payment instructions without the transaction being initiated by the merchant, the credit transaction representing the buyer initiated payment; and  
wherein the acquirer computer system is further configured to settle the transaction by the acquirer computer system making payment to the merchant and working with a card processor and the issuing bank to receive funds from the account of the buyer at the issuing bank.

Again, the Office cited Treider in rejecting the above elements of Claim 3. However, Treider does not disclose “a purchasing management system associated with a buyer to initiate a credit payment as a buyer-initiated transaction, the buyer having an accounts payable with a merchant and the buyer having an account at an issuing bank,” or “an acquirer computer system configured to receive electronically payment instructions from the purchasing management system as a pseudo-credit transaction rather than a payment being initiated by the merchant,” as recited in Claim 3. There is no discussion of buyer-initiated transaction or a buyer-initiated payment in Treider. Treider only discusses merchant-initiated payments. The merchant of Treider discusses a line of credit which is effectively a merchant initiating a payment. It follows that there is no discussion of the acquirer computer system configured to “generate a transaction based upon the

payment instructions without the transaction being initiated by the merchant.” There is no disclosure in Treider of the acquirer computer system configured “to settle the transaction by the acquirer computer system making payment to the merchant and working with a card processor and the issuing bank to receive funds from the account of the buyer at the issuing bank.” There is no discussion of the *acquirer computer system* interacting with a card processor or an issuing bank, much less working with the card processor and issuing bank to receive funds from the account of the buyer at the issuing bank. In fact, there is no discussion at all in Treider of an issuing bank or a card processor. There is also no discussion in Thomas of the above-identified recitations of Claim 3 and it is noted that the Office did not cite Thomas therefor.

In light of the above, it is submitted that Claim 3 patentably defines over Treider and Thomas, either singly or in combination. Reconsideration and withdrawal of the 35 U.S.C. 103 rejection of Claim 3, as well as the claims dependent therefrom, is respectfully solicited

Regarding independent Claim 5, Claim 5 is allowable over Treider and Thomas, whether considered individually or in combination, for the same reasons that Claim 1 is allowable. Reconsideration and withdrawal of the 35 U.S.C. 103 rejection of Claim 5, as well as the claims dependent therefrom, is respectfully solicited .

\* \* \* \* \*

**Conclusion**

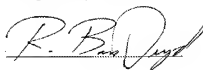
In view of the foregoing Amendments and Remarks, Applicants respectfully submit that all claims of the present application are in condition for allowance. It is respectfully requested that a Notice of Allowance be issued in due course. Examiner Shaikh is encouraged to contact Applicants' undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 13-4365.

Respectfully submitted,

Date: 5/19/10

By:

A handwritten signature in dark ink, appearing to read "R. Brian Drozd", written over a horizontal line.

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